

The Sydney Morning Herald.

TERMS OF SUBSCRIPTION.
Sydney, 25 per annum; Country, £1 10s.; 10/- per c. discount for payment in advance.

VOL. XXVI

TUESDAY, OCTOBER 16, 1849.

No. 2873

CASH TERMS FOR ADVERTISEMENTS.
per one inch and under, 2s.; and 1s. for every additional inch for each insertion.

STEAMER TO CLARENCE RIVER.
HE FRENCH will
leave for this settlement
on Wednesday next, the 17th
instant, at 8 a.m.
Kell's Wharf, October 16. 6347

STEAM TO MORETON BAY.
H. S. STEAM PACKET
TARAN.

W. Parsons, Commander, will
call on THURSDAY, at
8 p.m.

JAMES PATERSON,
Secretary,
H.R.S.N. Co.'s Wharf. 6412

STEAM TO MELBOURNE AND
LAUNCESTON.

GALLING AT ELLIS AND BOYD, TWOFOLD BAY.
THE Lion Steamship
SHAMROCK.
George Gilmore, commander,
will be despatched for the
above ports on THURSDAY, 1st November,
6348

JAMES PATERSON,
Secretary,
H.R.S.N. Co.'s Wharf. 6412

FOR MORETON BAY.
THE well-known schooner
CUMBERLAND,

80 tons, Henry Whybrow,
master, will positively sail
TO-MORROW, (Wednesday), the 17th instant,
(wind and weather permitting). For
light or passage, apply to the master, on
board; or to

HENRY CLARK.
Union Wharf. 6446

FOR MORETON BAY.
THE well-known schooner
SUSAN.

Andrew Steel, master, having
part cargo engaged, will sail
(wind and weather permitting) To-morrow,
Wednesday, the 17th instant.

For freight or passage apply to the master,
on board; or to

THOMAS CROFT.
Commercial Wharf. 6473

FOR MORETON BAY.
THE favourite schooner
ANN MARY.

John Brown, master, having
part cargo engaged, will sail
on Thursday, the 17th instant.

For freight or passage apply to the master,
on board; or to

THOMAS CROFT.
Commercial Wharf. 6474

FOR WIDE BAY DIRECT.

A REGULAR TRADESMAN.
THE powerfully cutty
JAMES AND AMELIA.

J. Piggott, master, destined at
the request of shipper, will
sail at the Customs on Wednesday, 17th, and
will the first fair wind.

For freight or passage apply to the master
on board; or to

JOHN MORRIS.
Albion Wharf. 6481

BOTTOM OF MARKET-STREET.

FOR HOBART TOWN,
WILL POSITIVELY SAIL ON SATURDAY
MORNING.

THE well-known packet
Brig
K. M. M. A.
170 tons. R. F. Peckley,
Commander.

This vessel is under engagement to sail as
above; it is therefore expected that any parties
having goods to ship by her will send them
down to the Customs on Wednesday, 17th, and
will the first fair wind.

For freight or passage apply to the master
on board; or to

JOHN MACNAMARA.
Queen-street. 6482

FOR LAUNCESTON DIRECT.

THE fine first-class
schooner
PERI,

having the greater portion of
her cargo ready for shipment,
will have immediate despatch.

This vessel has excellent cabins; and a stern
cabin for ladies, or families.

For freight or passage apply to Captain
Gwynn, at the Bon Accord Wharf, or to

JOSEPH S. WILLIS.
Church-street. 6483

FOR LAUNCESTON DIRECT.

THE fine schooner
SHAMROCK,
W. D. Gray, master, has only
room for 10 tons freight. For
light or passage apply to
BUTTERS AND LOCHHEAD.
Harrington-street. 6484

FOR ADELAIDE.

TO FOLLOW THE PHANTOM.
THE well-known packet
EMMA,

Captain William Osborn, will
have quick despatch. For
freight or passage, having superior accommo-

dation. Apply to
SHEPPARD AND ALGER,
Packet Office, 470, George-street.

FOR ADELAIDE DIRECT.

THE fine first-class
schooner
ANTARES.

151 tons, J. B. Tregear,
Master, has nearly all her cargo engaged and
will be despatched on the 20th instant.

For freight or passage apply on board, at
Moor's Wharf; or to

THACKER AND CO.
541, George-street. 6485

FOR AUCKLAND DIRECT.

THE fine, fast-sailing, A 1
brig
SUSAN.

Philip Jones, commander, will
have immediate despatch. The superior cabin
and average accommodations of this vessel are
well known.

For freight or passage apply to
BUTTER AND SONS.

Macquarie-place; or, to
SHEPPARD AND ALGER,
Packet Office, 470, George-street.

FOR CALIFORNIA.

THE fine fast-sailing
first-class brig
GLOUCESTER,
450 tons burthen, Captain

Tifford.

The fittings of this fine vessel, are now com-

pleted for Passage and Intermediate pas-

senger, her tween decks are lofty, spacious, and
well ventilated, and much of her freight being
sheared she will have quick despatch.

A liberal scale of the best provisions will be

handed to each passenger at the time of their
engagement, and an ample supply of medical
conveniences will be provided.

Early application for passage is necessary,
on board, at the Circular Wharf, or to

SHEPPARD AND ALGER,
Agents.

Packet Office, 470, George-street.

Passengers will be permitted to remain on
board after arrival at San Francisco, ten clear
days, without any charge. 6486

SHIP VICTORIA,
TO SAIL OCTOBER 24.

SHIPPIERS are requested
to complete their ship-
ments at once; passengers
will please pay the balance
of passage money on or before the 18th instan-
t, their deposits will be forfeited and
their berths released.

For a few more passengers: steer-
age £12 10s.; intermediate, £18; and cabin,
£25.

These persons who wish to enjoy the ad-
vantages of a passage by this ship, had better
make immediate application to

Mr. C. S. DEACON,

on board, at the Circular Quay; or to

THORNTON AND CHURCH,
Customs House. 6355

FOR "SAN FRANCISCO,"
CALIFORNIA.

TO FOLLOW THE VICTORIA.

THE fine fast-sailing
brig
F. T. E. L.,

100 tons burthen, James
Somerville, master.

The owner intending to proceed by the
vessel, with about three-fourths of the cargo,
will have room for a few tons only of freight,
and about ten passengers, who will be most
comfortably provided for in every respect, and
therefore a most desirable opportunity for a
sister party proceeding to the Gold Regions.

The vessel will be fitted. For
particulars immediate application will be
necessary to the Captain, on board, at the Cir-
cular Quay; or to

THACKER AND CO.,
541, George-street. 6490

FOR SALE, FREIGHT, OR
CHARTER.

THE fine strong first-
class brig
SOPHIA,

150 tons register, carries 250
tons of cargo. This vessel having been thor-
oughly overhauled and repaired under the
superintendence of Mr. Kort, is now in excel-
lent order, and may be viewed by intending
purchasers at Miller's Point Wharf (late
Moore's).

For particulars apply to

THACKER AND CO.,
541, George-street. 6490

THANKS.

I, EVAN OWEN, seaman, who was
left by Captain Fowles, of the Brecon,
at Kaye Bay, 20th January, 1849, where I
remained until relieved by the Secret, 20th
June, 1849, beg to return my sincere thanks to
His Excellency for sending the Secret to

deliver me.

I also beg to thank the Public for their kind
sympathy, of £2 10s. 6d. subscribed through
Messrs. Dixon and Ford, and Captains Allen,
Sullivan, and Croft, the balance of which was
this day paid over to me by Mr. Fowles.

W. B. will undertake to execute any order
with which he may be favoured on the shortest
possible notice.

EVAN OWEN.
mark.

October 16. 6497

SYDNEY FIRE INSURANCE
COMPANY.

Chairman, T. W. Smart, Esq.

Deputy Chairman, Charles Kemp, Esq.

Thomas Agar, Esq., R. M. Robey, Esq.

Thos. Holt, Esq., W. H. Scott, Esq.

Surveyor—J. Macrae, Esq.,

Secretary—George King, Esq.

The Directors of the Sydney Fire Insurance
Company call the attention of the public to the
following reduced Scale of their Rates of
Premium:—

Section A.—Slated buildings, 6s. to 12s.

Section B.—Shingled buildings, 4s. to 10s.

Section C.—Weather-boarded buildings,
1s. to 2s. per cent.

FIFTY PER CENT. of the Premium will
be returned on the renewal, for twelvemonths,
on all yearly Policies, so that the ACTUAL
cost of Insurance will be ONE-HALF only of
the above Rates.

Application for Insurance to be made to the
Secretary, at the Office of the Company, No.

297, Pitt-street.

GEORGE KING,
Secretary. 6498

ARGYLL MINE.

APPLICATIONS for shares must be
addressed (if by post prepaid) to Mr.

G. D. Wood, 422, George-street, where speci-
mens of the ore, instruments, &c., may be seen.

SYDNEY FIRE INSURANCE COM-
PANY.

NOTICE.

THE Annual Meeting of the Members
of the Sydney Fire Insurance Company
will be held at the Office of the Company,
No. 297, Pitt-street, on Saturday evening, 2nd
November, 1849, at the hour of (say) 8 in the
afternoon, for the purpose of receiving the
Report of the Directors, and of electing two
Directors in the place of T. W. Smart and Charles
Kemp, Esq., who are now by rotation, but are
also proposed for re-election.

By Order of the Board,
G. KING,
Secretary. 6499

SYDNEY BRANCH.

ALLIANCE FIRE ASSURANCE COM-
PANY OF LONDON.

THE undersigned issue Policies at the
reduced rates of premium.

THACKER AND CO.,
422, George-street. 6500

NAUTICAL ALMANACS, &c.

NAUTICAL ALMANACS, 1850.

The Sailor's Hour Book for the Law of Storms,
teaching how to avoid storms—how best to
manage in storms, when they cannot be
avoided—and how to profit by storms by
Henry Piddington, President of the Marine
Court of Enquiry, Calcutta; with the Storm
Lister's Letter to a Young Master Mariner
Lee's Laws of Shipping and Insurance, 12mo;
Symon's Law relating to Merchant Seamen,
arranged for the use of Masters in the Merchant
Service. Log Books, Ship's Articles, with
every description of Naval Stationery.

W. H. PIDDINGTON, Esq.

Bookeller, Stationer, and Printer.
446, George-street. 6500

EXACTLY OPPOSITE THE BARRACK-GATE.

A BRECHERS BIBL.

No. 49-422.

Town Clerk's Office,
Sydney, October 1, 1849.

TO PRINTERS, STATIONERS, BOOKBINDERS,
WHEELWRIGHTS, BLACKSMITHS, CLOCK-
MAKERS, AND OTHERS.

NOTICE is hereby given, that tenders
will be received at this Office until
the last day of Oct. next, at 12 o'clock noon,
for the fitting up, article and services for the
Corporation for twelve months, from the
first day of January next, viz., repairing and
keeping in repair the town clock at the Town Hall,
printing, stationery, bookbinding, hand
and wheel harrows, hammers, wedges, crowbars,
blasting tools, picks, mauls, blasting powder,
pick, maul, and hammer handles, &c., &c., and
for repairing and sharpening tools according
to specifications, and samples to be seen at
the Office, where all particulars may be obtained
on application to JOHN RAK, Town Clerk.

MECHANICS' SCHOOL OF ARTS.

THE Members of this Institution are
informed that no Lecture will be delivered
this evening, and that on Tuesday next, the
23rd instant, a First Lecture on Oriental

SHIPPING INTELLIGENCE.

ARRIVAL.

OCTOBER 15.—Orion, American barque, 352 tons, Captain Ily, from the Whaling Grounds.

DEPARTURES.

OCTOBER 15.—Enchantress, brig, 146 tons, Captain Bayes, for San Francisco, California. Passengers, Messrs. Francis Pritchard, J. B. Wathen, George Wilson, Alexander Cooper, and Michael Butcher.

OCTOBER 15.—Duke of Roxburgh, barque, 400 tons, Captain Collard, for San Francisco, California. Passengers, in addition to those already published, Messrs. Patrick O'Neil, John Silver, David Glasson, and Henry Loddell.

CLEARANCE.

OCTOBER 15.—Montauk, American ship, 505 tons, Captain Macmichael, for Shanghai. Passenger—Mr. Samuel Robinson.

COASTERS INWARDS.

OCTOBER 15.—Orion, American ship, 505 tons, Captain Macmichael, from Broome, with 7 tons potatoes, 35 bags wheat, 15 bags corn, 24 kegs butter; Twin Sisters, 25, Cox, from Brisbane Water, with 10,000 feet timber; Ann, 10, Anderson, from Pittwater, with 22 bushels shells; Bee, 12, Coulson, from Kiama, with 50 kegs butter, 4 cases eggs, 50 bushels wheat, 30 bushels corn, 2 tons potatoes, 6 cases ale, 200 feet timber; Lass of Gourie, 17, Martin, from Hawkesbury, with 400 bushels maize, 90 bushels corn, 10 ewts. flour, 2 cases eggs; Elizabeth, 32, Hunter, from Newcastle, with 40 tons coal.

COASTERS OUTWARDS.

OCTOBER 15.—Tamar, steamer, 130, Parsons, for Morphett, with sundries; Twin Sisters, 25, Cox, for Brisbane Water, in ballast; Ann, 10, Anderson, for Pittwater, laden; Pelican, 39, Williams, for the Richmond, with sundries.

EXPORTS.

OCTOBER 15.—Montauk, American ship, 505 tons, Capt. Macmichael, for Shanghai: 2 bundles axe handles, 14 cases spermaceti, 200 pieces flour, 4 boxes fruit, original cargo.—14 trusses hay, Griffiths and Co.

SHIPS' MAIIS.

Mails will be closed at the Post Office as follows:

FOR HOBART TOWN.—By the Palmyra, this evening, at six.

FOR AUCKLAND.—By the Avon, this evening, at six.

FOR LONDON.—By the Victory, on the 20th instant.

VESSELS EXPECTED IN SYDNEY.

FROM LONDON.—Tamar, barque, 556 tons, Stayner, June 26.

Hawser, ship, 908 tons, Fenwick, from Dublin the 1st July, with convicts.

Agricola, barque, 560 tons, Bell, June 26.

Ralph Bernal, barque, 316 tons, Maclaren, 23rd June.

Salsica, brig, 295 tons, Armstrong, June 17.

Lima, barque, Yule, for Moreton Bay, June 26.

Sarah Scott, 400 tons, Sedding, July 1.

Una, 699 tons, Causar, emigrants, July 10.

William and Mary, 500 tons, Peter, emigrants, July 10.

Woodlark, 350 tons, Broomefield, July 20.

FROM LONDON, VIA PORT PHILLIP.—Brightman, barque, 334 tons, Cowley.

Willing, barque, 400 tons, Bertram.

Aden, barque, 500 tons, Weddell.

John Munn, ship, 637 tons, Pearson, June 1.

Hamlet, barque, 420 tons, Wilson.

Waterloo, ship, 828 tons, Neatby, August 1.

FROM LONDON, VIA ADELAIDE.—Ovator, barque, 446 tons, Tayl.

Himalaya, barque, 477 tons, Soch.

FROM LONDON, VIA ADELAIDE AND PORT PHILLIP.—Bolton, barque, 541 tons, Youn.

FROM PORT PHILLIP.—Christina, brig, 126 tons, Saunders.

Dart, brig, 154 tons, Bennett.

John and Charlotte, schooner, 95 tons, Star-goon.

Bramble, schooner, 5 tons, Millie.

Velocity, schooner, 138 tons, McVeigh.

FROM ADELAIDE.—Emma, brig, 121 tons, Osborne.

Wild Irish Girl, brig, 100 tons, Stanes.

FROM HOBART TOWN.—Elizabeth Jane, schooner, 44 tons, Stericker.

Champion, schooner, 52 tons, Collas.

Mary Stewart, schooner, 72 tons, Somerville.

FROM FORTLAND BAY.—Brothers, schooner, 63 tons.

Easington, brig, 123 tons, Mills.

FROM LAUNCESTON.—Robert Sykes, barque, 311 tons, Morrison.

Halidæe, barque, Marshall.

William, brig, 120 tons, Thom.

Lilac, schooner, 48 tons, Hea.

FROM HOBART TOWN.—Ariel, schooner, 72 tons, Dobson.

Gazelle, brig, 242 tons, Ramsey.

FROM MANILA.—Caernarvon, barque, 222 tons, Cooney.

Falcon, barque, 292 tons, Forrester.

Sir John Byng, brig, 169 tons, Levein.

Daniel Watson, brig, 163 tons, Watson.

Porterfield, brig, 222 tons, Miller.

Fanny Fisher, brig, 260 tons, Harrold.

FROM SINGAPORE.—Royal Sovereign, schooner, 189 tons, Gadell.

FROM CHINA.—Freak, brig, 245 tons, Simpson.

Terror, schooner, 98 tons, Dunning.

FROM NEW ZEALAND.—Bee, brig, 184 tons, Addams.

Torrington, brig, 128 tons, Higgins.

Maukin, brig, 106 tons, Jackson.

Scotia, schooner, 72 tons, Ward.

Sisters, schooner, 48 tons, Head.

Sarah, brig, 143 tons, Grant.

FROM CALIFORNIA.—Louis, brig, 182 tons, Milton.

Star of China, schooner, 110 tons, Dowker.

Regis, brig, 181 tons, Johnson.

Couquette, schooner, 72 tons, Elliott.

Margaret, brig, 184 tons, McLeod.

Girafe, brig, 261 tons, Robinson.

FROM THE SOUTH SEA ISLANDS.—Lynher, brig, 155 tons, Strachan.

Mary Anne, schooner, 59 tons, Wilson.

Argonaut, brig, 70 tons, Raballand.

Hercules, schooner, 60 tons, Stevens.

Vanguard, schooner, 61 tons, Richards.

Lucky Ann, cutter, 37 tons, Lewis.

H. R. S. N. Co.'s STEAMERS.—MORTON BAY LINE.—The Tamar will be despatched on Thursday evening, taking the place of the Eagle this week, the latter being detained to repair a slight injury to one of her engines. The Orion again leaves Sydney on Saturday evening, the 23rd inst. Both steamers will be engaged in the line during the wool season, leaving Sydney and Brisbane every Tuesday. HUNTER RIVER LINE.—The Thistle, having completed her repairs, will resume her trips to the Hunter on Thursday evening.

The Orion has been eleven months from Sydney, during which she has taken 600 barrels of sperm oil. Having been cruising chiefly off the Chatham Islands, she has not sailed with any other vessel.

BARATTA.—In the list of the Eagle's cargo, published yesterday, for 8 read 103 tierces best.

DIARY.

MEMORANDA FOR TO-DAY.

October 15.—Run High water, rise 1 mts; moon even.

TUESDAY 16.—Run 8 36 6 24 8 5 8 23 New moon, 18 min past 3 P.M., October 16.

ROYAL VICTORIA THEATRE, THIS EVENING, October 16.

Will be presented the OPERA OF THE BOHEMIAN GIRL, Count Arthème, Mr. Rogers; Thaddeus, Mr. J. Howson; Davila-hoff, Mr. F. Howson; Arline, Mrs. Guerin; Queen of the Gipsies, Mrs. Gibbs; Budus; Mr. Rogers, Pas de Deux, Signor Carandini and Madam Tonning. To conclude with the favourite farce of A LOVER BY PROXY. Stars: Lawless, Mrs. Rogers; Mr. Bromley, Morris; Sir Mr. F. Howson; Peter Blundstone, Mr. Spencer; Miss Bromley, Mrs. Willis; Hackett, Madams Carandini, Miss Prude, Miss Gibbs.

THE Sydney Morning Herald.

TUESDAY, OCTOBER 16, 1849.

"Scorn to no Master, of no Sect am I."

ANNEXATION OF THE PUNJAB.

This irregular manner in which we receive news from India has prevented many of our readers from understanding the important chain of events which has occurred in India during the last eighteen months, and which has ended in the annexation of the Punjab to the British dominions. We give in the next page the official despatch from the Earl of (now the Marquis of) Dalhousie, in which all the circumstances are detailed from the murder of ANDRAKON and AG-EW to the deposition of the MAHARAJA DULHER SIMON, and the motives which actuated the Government of India in taking the various steps during the proceedings are explained. As all the facts must have been reported to the Home authorities as they occurred, and to your Committee the lighthouses respecting which were contracted for, in the first instance, by a person unable to complete it, and subsequently erected by the Government (who were compelled to take it in hand by day labour, under the direction of a clerk of works), it is evident that the East India Company, in order to justify the Government in the eyes of the British public and of Europe. In this object it will undoubtedly succeed, for no one can calmly and dispassionately read this document without seeing that it was the anxious wish and policy of the Government to avoid war; that they were forced into it by the treachery of the Sikhs, and that there was no means of securing peace for the future but by disarming the chiefs, and declaring the country subject to British rule. A more important or deeply interesting state paper has not been issued since the fall of Napoleon.

COUNCIL PAPER.

LIGHTHOUSES IN BASS' STRAITS. The Select Committee of the Legislative Council, appointed on the 13th July, 1849, to inquire into the allegations contained in the petition of John Morris, and the expenses attending the erection of the several lighthouses in Bass' Straits, have agreed to the following Report:

Your Committee, after a long and patient investigation into the claims of Mr. Morris, the contractor for erecting the lighthouses at Gabo Island, after carefully hearing and weighing his allegations and proofs, and comparing them with the statements of the Colonial Architect, and of the Clerks of Works appointed to superintend the erection of the lighthouses, and with the evidence of the other witnesses, after examining also and comparing the original contract entered into by Mr. Morris with the Government, and the correspondence and other documents which have been submitted to them, have come to the following conclusions.

1st. That Mr. Morris has already received from the Government, at the prices stipulated for in his contract, the full value, within a small fraction, amounting to £3 12s., of all the work he has actually performed; the excavation and foundations for the lighthouses, the stones which have been cut or partly cut, and the stone which has only been quarried all included.

2nd. That the Government in advancing this money to him, exceeded the usual amount of advance, which is customary to make to contractors, and that Mr. Morris had no right, either under his contract or the usual practice of the Government, to receive so much as he had received; no right, in fact, to be paid for any stone at all, cut or uncult, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

3rd. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

4th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

5th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

6th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

7th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

8th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

9th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

10th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

11th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

12th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

13th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

14th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

15th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it was worked up into the building, and consequently, no ground to exact a stipulation precedent to his going on with his contract.

16th. That the work which he has thus been paid for in full was the most profitable part of his contract; and that while it was taken or paid for at prices calculated to receive so much as he had received; no right, in fact, until it

